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COMPANIES FORM No. 395

Particulars of a mortgage or charge

164357/13

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

* Hampton Investment Properties Limited ("the Company")

Date of creation of the charge

23 December 2005

Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge and assignment by way of security over the beneficial interest of an agreement ("the Charge")

Amount secured by the mortgage or charge

All money and liabilities, whether certain or contingent, which now are or at any time after the date of the Charge may be due, owing or incurred from or by the Company or in any manner whatsoever whether alone or jointly with any other person, firm, corporation and in whatever style, name or form and whether as principal or surety to the Bank together with all Expenses and interest on all such money and liabilities to the date of payment at the rate or rates from time to time charged by the Bank in accordance with its usual practice and commission and other banking charges.

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland ("the Bank") 1st Floor, New Uberior House, 11 Earl Grey Street, Edinburgh

Postcode EH3 9BN

Presentor's name address and reference (if any):

Walker Morris Solicitors
Kings Court
12 King Street
Leeds
LS1 2HL

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A15
COMPANIES HOUSE

575
03/01/2006

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Short particulars of all the property mortgaged or charged

The Company charges to and in favour of the Bank all its right, title and interest present and future to, in and arising out of or in respect of:

1. the Agreements and all rights, titles, benefits, monies receiveable and interests of the Company whatsoever (whether present, future, proprietary, contractual or otherwise) under them, arising from them or evidenced by them or by any variation, amendment or extension of them;
 2. the Company's estate or interest in any property the subject of the Agreements present and future and in every conveyance, assignment, transfer, lease or licence which may be granted to the Company in relation to the subject of the Agreements, whether or not granted pursuant to the Agreements, including without limitation all claims for damages in respect of any breach of the Agreements and the full benefit of all guarantees, indemnities, debentures, mortgages, charges and other security and claims against insurers in respect of them; and
 3. the Company's estate, right, title or interest in any warranty, guarantee, assurance, collateral agreement or similar matter granted to the Company in relation to the subject matter of the Agreements, whether or not granted pursuant to the Agreements.
- fc

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed

Wale Maro

Date

30/12/05

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as appropriate

CHFP025

Particulars of a mortgage or charge (continued)

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binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

4317407

Name of Company

Hampton Investment Properties Limited ("the Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

• 2001 100

12/11

Definitions

"Expenses" means all banking, legal and other proper costs, charges, expenses and/or liabilities (including any VAT on them) incurred by or on behalf of the Bank or any Receiver in each case on a full and unqualified indemnity basis including without limitation:

1. in relation to the Finance Documents or all or any of the Charged Assets in negotiating and completing any security comprised in the Finance Documents in protecting, preserving or improving or in considering, enforcing or exercising or attempting to enforce or exercise any security comprised in the Finance Documents;

2. in procuring the compliance with or performance of any of the covenants and/or obligations of any party to any of the Finance Documents (other than the Bank) and including without limitation the payment of the principal amount by the Company or any guarantor of any borrowings together with interest on them and all other expenses and/or liabilities of the Bank or any Receiver incurred from time to time in relation to the exercise of any right or power on the part of the Bank or any Receiver referred to in the Finance Documents.

"the Finance Documents" means the Charge and all other documents from time to time entered into by the Company in connection with the Secured Obligations or in connection with or pursuant to the terms of the Charge.

"Receiver" means a receiver and/or manager (including as the context admits an administrative receiver) appointed under the Charge.

**Please complete
legibly, preferably
in black type, or
bold block lettering**

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

The Company assigns by way of security to the Bank the benefit of the Agreements and all its entitlements to the receipt of all monies from time to time payable to it or receivable under the terms of the Agreements.

Definitions

"the Agreements" means the deed relating to the assignment of various building contracts dated 23 December 2005 made between Talbot Gateway Limited (1) and Hampton Investment Properties Limited (2).

Please complete
legibly, preferably
in black type, or
bold block lettering

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04317407

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE AND ASSIGNMENT DATED THE 23rd DECEMBER 2005 AND CREATED BY HAMPTON INVESTMENT PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 2006.

PDMM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES